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Attorneys for Plaintiff  
Adobe Systems Incorporated

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

Adobe Systems Incorporated,

Plaintiff,

v.

Trisha Carter, an individual and d/b/a Maggie  
Grace Designs and Does 1 – 10, inclusive,

Defendants.

ADR  
E-filing FILED

JUL 23 2008

RICHARD W. WIEKING  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

C08 03519 H F rs

COMPLAINT FOR COPYRIGHT  
INFRINGEMENT AND TRADEMARK  
INFRINGEMENT

DEMAND FOR A JURY TRIAL

Plaintiff Adobe Systems Incorporated ("Adobe") for its Complaint alleges as follows:

**I. Introduction**

1. Adobe brings this action as a result of Defendants' systematic, unauthorized copying and distribution of Adobe's software products in interstate commerce through sales on the eBay online auction site. Defendants' actions, commonly known as software piracy, are willful and cause substantial damage to Adobe and to the software industry.

2. Adobe is a global leader in developing and distributing innovative computer software. Its products and services offer developers and enterprises tools for creating, managing, delivering and engaging with compelling content across multiple operating systems, devices and media. The software industry is competitive, and Adobe undertakes great expense and risk in conceiving, developing, testing, manufacturing, marketing, and delivering its software products to consumers. Software piracy, including piracy on eBay, undermines Adobe's investment and creativity, and misleads and confuses consumers.

3. Defendants, through usernames including "maggiegracedesigns" and, on information and belief, other aliases, have made, offered for sale, sold, and distributed



ORIGINAL

1 unauthorized copies of Adobe software (the "Unauthorized Software Product") including at least  
2 Adobe Photoshop CS3 (the "Adobe Software") and likely other products. Additional Doe  
3 defendants – whose identities will be determined in discovery – support, assist, supervise and/or  
4 supply Defendants in these illegal activities. Adobe owns registered United States copyrights and  
5 trademarks including but not limited to the foregoing product and its associated marks.

6 4. Defendants' activities constitute willful copyright infringement and willful  
7 trademark infringement pursuant to the Copyright Act of 1976, 17 U.S.C. § 101, *et seq.* (the  
8 "Copyright Act.") and the Lanham Trademark Act, as amended, 15 U.S.C., § 1051, *et seq.* (the  
9 "Lanham Act"). Adobe requests an injunction, and that Defendants pay damages, costs, and  
10 attorneys' fees.

## 11 **II. Jurisdiction and Venue**

12 5. The Court has jurisdiction over the subject matter pursuant to 15 U.S.C. § 1121, 28  
13 U.S.C. § 1331 and § 1338(a).

14 6. The events giving rise to the claims alleged herein occurred, among other places,  
15 within this judicial district. Venue in the Northern District of California is proper pursuant to 28  
16 U.S.C. § 1391(b) and § 1400(a).

## 17 **III. The Parties**

### 18 **A. Plaintiff Adobe and Its Products**

19 7. Adobe is a corporation duly organized and existing under the laws of the State of  
20 Delaware, having its principal place of business in San Jose, California.

21 8. The Adobe Software is copyrightable subject matter, and Adobe owns exclusive  
22 rights under the Copyright Act to reproduce and distribute to the public copies of Adobe Software  
23 in the United States. Among the titles produced and distributed by Adobe are *Acrobat*, *Creative*  
24 *Suite*, *Dreamweaver*, *Flash*, *Illustrator*, *PageMaker*, *Photoshop*, and *Shockwave*. A non-  
25 exhaustive list of Adobe's copyright registrations is attached hereto as Exhibit A ("Adobe's  
26 Copyrights").

27 9. Products manufactured and sold by Adobe bear Adobe's trademarks, including  
28 without limitation, the ADOBE, ACROBAT, CREATIVE SUITE, DREAMWEAVER, FLASH,  
ILLUSTRATOR, MACROMEDIA, PAGEMAKER, PHOTOSHOP, POSTSCRIPT, READER  
and SHOCKWAVE trademarks (collectively "Adobe's Trademarks"). Adobe uses Adobe's  
Trademarks on computer software as indicia of Adobe's high quality products. Each year Adobe

1 expends significant resources to develop and maintain the considerable goodwill it enjoys in  
2 Adobe's Trademarks and in its reputation for high quality.

3 10. Adobe has secured registrations for Adobe's Trademarks, all of which are valid,  
4 extant and in full force and effect. Adobe's Trademarks are exclusively owned by Adobe. A non-  
5 exhaustive list of Adobe's trademark registrations is attached hereto as Exhibit B. Adobe, or its  
6 predecessors in interest, has continuously used each of Adobe's Trademarks from the registration  
7 date, or earlier, until the present and at all times relevant to the claims alleged in this Complaint.

8 11. As a result of advertising and sales, together with longstanding consumer  
9 acceptance, Adobe's Trademarks identify Adobe's products and authorized commercial  
10 distribution of these products. Adobe's Trademarks have each acquired secondary meaning in the  
11 minds of consumers throughout the United States and the world. Adobe's Copyrights and Adobe's  
12 Trademarks are collectively referred to herein as "Adobe's Intellectual Properties."

#### 13 **B. Defendants**

14 12. Defendant Trisha Carter ("Carter") is an individual and doing business as Maggie  
15 Grace Designs. Adobe is informed and believes that Carter is a resident of Denham Springs,  
16 Louisiana. Carter does business under the eBay user ID "maggiegracedesigns" and "Maggie Grace  
17 Designs". Other aliases or eBay user IDs will be determined in discovery. Carter, through her  
18 online identity or identities, does business in California through sales and distribution of the  
19 Unauthorized Software Product in the State of California, among other places.

20 13. Upon information and belief, Does 1 – 10 are either entities or individuals who are  
21 subject to the jurisdiction of this Court. Upon information and belief, Does 1 – 10 are principals,  
22 supervisory employees, or suppliers of one or other of the named defendants or other entities or  
23 individuals who are, in this judicial district, manufacturing, distributing, selling and/or offering for  
24 sale merchandise without authorization that infringes Adobe's Intellectual Properties. The  
25 identities of the various Does are unknown to Adobe at this time. The Complaint will be amended  
26 to include the names of such individuals when identified. Carter and Does 1 – 10 are collectively  
27 referred to herein as "Defendants."

#### 28 **IV. Defendants' Infringing Activities**

14. Defendants use, among other things, the Internet auction site known as eBay to sell  
and distribute products, including pirated copies of software, to consumers. At any given time,  
there are millions of items listed on eBay for bid or purchase by its more than one hundred million  
(100,000,000) registered users. Buyers have the option to purchase items in an auction-style

1 format or items can be purchased at a fixed price through a feature called Buy it Now. Through the  
2 eBay "feedback" feature, buyers and sellers may (but are not required) to post positive, neutral or  
3 negative "feedback" or comments on their purchase and sale experience. While feedback can give  
4 some indication of sales volume, actual sales may far exceed the number of feedback entries a  
5 seller receives.

6 15. Among Defendants' products offered for sale and sold on eBay, and distributed to  
7 purchasers, are unauthorized copies of Adobe Software. On information and belief, Defendants or  
8 their agents made such copies. Adobe has not authorized Defendants or their agents to make or  
9 distribute copies of the Adobe Software. Indeed, Adobe has not licensed Defendants to distribute  
10 its software, period.

11 16. Defendants also use images confusingly similar or identical to Adobe's Trademarks,  
12 to confuse consumers and aid in the promotion of their unauthorized products. Defendants' use of  
13 Adobe's Trademarks includes importing, advertising, displaying, distributing, selling and/or  
14 offering to sell unauthorized copies of the Adobe Software. Defendants' use began long after  
15 Adobe's adoption and use of Adobe's Trademarks, and after Adobe obtained the copyright and  
16 trademark registrations alleged above. Neither Adobe nor any authorized agents have consented to  
17 Defendants' use of the Adobe Trademarks.

18 17. Defendants have obtained a substantial "feedback rating" through the eBay  
19 feedback system. This feedback rating, obtained essentially through Defendants' illegal activities,  
20 may further confuse consumers and aid in even wider distribution of unauthorized copies of the  
21 Adobe Software.

22 18. Defendants' actions have confused and deceived, or threatened to confuse and  
23 deceive, the consuming public concerning the source and sponsorship of the unauthorized copies of  
24 the Adobe Software offered, sold and distributed by Defendants. By their wrongful conduct,  
25 Defendants have traded upon and diminished Adobe's goodwill.

### 26 **FIRST CLAIM FOR RELIEF**

#### 27 **(For Copyright Infringement)**

28 19. Adobe repeats and realleges all of the allegations contained in paragraphs 1 through  
18, inclusive, as though set forth herein in full.

20. As alleged herein, Defendants' activities infringe valid and effective copyrights  
registered by Adobe, and induce, cause, and materially contribute to infringement. Defendants'  
infringement was willful.

1           21. Adobe has suffered and continues to suffer direct and actual damages as a result of  
2 Defendants' infringing conduct. The full extent of such damages, including profits by Defendants,  
3 will be determined following the accounting by Defendants pursuant to 17 U.S.C. § 504. Prior to  
4 final judgment Adobe may elect to recover statutory damages of up to \$150,000 for each of  
5 Adobe's Copyrights infringed, as an alternative to actual damages and profits.

6           22. Adobe has no other adequate remedy at law and has suffered and continues to suffer  
7 irreparable harm and damage as a result of Defendants' acts. Unless enjoined by the Court,  
8 Defendants' infringing activity will continue, with attendant irreparable harm to Adobe.  
9 Accordingly, Adobe seeks injunctive relief pursuant to 17 U.S.C. § 502 and seizure of unauthorized  
10 copies of the Adobe Software, including the means of production as provided by 17 U.S.C. § 503.

11           23. By reason of the foregoing, Adobe has incurred and will continue to incur attorneys'  
12 fees and other costs in connection with the prosecution of its claims. Adobe is entitled to recover  
13 its fees and costs from the Defendants, and each of them, pursuant to 17 U.S.C. § 505.

## **SECOND CLAIM FOR RELIEF**

### **(For Trademark Infringement)**

14           24. Adobe repeats and realleges all of the allegations contained in paragraphs 1 through  
15 18, inclusive, as though set forth herein in full.

16           25. Defendants' manufacture, importation, advertisement, display, promotion,  
17 marketing, distribution, sale and/or offer for sale of the unauthorized copies of the Adobe Software  
18 is likely to cause confusion or to cause mistake or to deceive the relevant public and trade  
19 regarding the affiliation, sponsorship, endorsement or approval of the Unauthorized Software  
20 Product by Adobe. Such confusion, mistake and deception is aggravated by the use of Adobe's  
21 Trademarks on the Unauthorized Software Product in the same type of goods made, imported and  
22 sold by or under authority of Adobe.

23           26. Defendants, and each of them, acted with knowledge of the federally registered  
24 trademarks alleged herein and of the valuable goodwill Adobe enjoys in connection therewith, with  
25 intent to confuse, mislead and deceive the public into believing that the unauthorized copies of the  
26 Adobe Software was made, imported and sold by Adobe, or are in some other manner, approved or  
27 endorsed by Adobe, and have caused the entry of such unauthorized copies into interstate  
28 commerce with full knowledge of the falsity of such designations of origin and such descriptions  
and representations, all to the detriment of Adobe.



1           27. Adobe has suffered and continues to suffer irreparable harm and damage as a result  
2 of Defendants' acts of trademark infringement in amounts thus far not determined but within the  
3 jurisdiction of this Court, which amounts should each be trebled pursuant to 15 U.S.C. § 1117. In  
4 order to determine the full extent of such damages, including such profits as may be recoverable  
5 under 15 U.S.C. § 1117, Adobe will require an accounting from each Defendant of all monies  
6 generated from the manufacture, importation, distribution and/or sale of the Unauthorized Software  
7 Product as alleged herein. In the alternative, Adobe may elect to recover statutory damages  
8 pursuant to 15 U.S.C. § 1117 (c).

9           28. Adobe has no other adequate remedy at law and has suffered and continues to suffer  
10 irreparable harm and damage as a result of the above-described acts of infringement. Adobe is  
11 informed and believes, and upon that basis alleges, that, unless enjoined by the Court, the unlawful  
12 infringement will continue with irreparable harm and damage to Adobe. Accordingly, Adobe  
13 seeks and requests preliminary and permanent injunctive relief pursuant to 15 U.S.C. § 1116.

14           29. By reason of the foregoing, Adobe has incurred and will continue to incur attorneys'  
15 fees and other costs in connection with the prosecution of its claims herein, which attorneys' fees  
16 and costs Adobe is entitled to recover from Defendants, and each of them, pursuant to 15 U.S.C. §  
17 1117 (c).

#### 18 **PRAYER FOR RELIEF**

19 WHEREFORE, Adobe asks this Court to order:

20 A. That Defendants, their agents, servants, employees, representatives, successor and  
21 assigns, and all persons, firms, corporations or other entities in active concert or participation with  
22 any of said Defendants, be immediately and permanently enjoined from:

- 23 1) Directly or indirectly infringing Adobe's Intellectual Properties in any manner,  
24 including generally, but not limited to, reproduction, manufacture, importation,  
25 distribution, advertising, selling and/or offering for sale any merchandise which  
26 infringes said Adobe's Intellectual Properties, and, specifically:
- 27 2) Reproducing, importing, manufacturing, distributing, advertising, selling and/or  
28 offering for sale the Unauthorized Software Product or any other unauthorized products  
which picture, reproduce, copy or use the likenesses of or bear a confusing and/or  
substantial similarity to any of Adobe's Intellectual Properties;
- 3) Reproducing, importing, manufacturing, distributing, advertising, selling and/or  
offering for sale in connection thereto any unauthorized promotional materials, labels,

1 packaging or containers which picture, reproduce, copy or use the likenesses of or bear  
2 a confusing and/or substantial similarity to any of Adobe's Intellectual Properties;

3 4) Engaging in any conduct that tends falsely to represent that, or is likely to confuse,  
4 mislead or deceive purchasers, Defendants' customers and/or members of the public to  
5 believe the actions of Defendants, the products sold by Defendants, or Defendants  
6 themselves are connected with Adobe, are sponsored, approved or licensed by Adobe,  
or are in some way affiliated with Adobe;

7 5) Affixing, applying, annexing or using in connection with the importation, manufacture,  
8 distribution, advertising, sale and/or offer for sale or other use of any goods or services,  
9 a false description or representation, including words or other symbols, tending to  
10 falsely describe or represent such goods as being those of Adobe;

11 6) Otherwise competing unfairly with Adobe in any manner;

12 7) Destroying or otherwise disposing of

13 a. Merchandise falsely bearing Adobe's Intellectual Properties;

14 b. Any other products which picture, reproduce, copy or use the  
15 likenesses of or bear a substantial similarity to any of Adobe's Intellectual  
Properties;

16 c. Any labels, packages, wrappers, containers or any other unauthorized  
17 promotion or advertising material item which reproduces, copies, counterfeits,  
imitates or bears any of Adobe's Intellectual Properties;

18 d. Any molds, screens, patterns, plates, negatives or other elements  
19 used for making or manufacturing products bearing Adobe's Intellectual  
20 Properties;

21 e. Any sales and supply or customer journals, ledgers, invoices,  
22 purchase orders, inventory control documents, bank records, catalogs and all  
23 other business records, believed to concern the manufacture, purchase,  
advertising, sale or offering for sale of Unauthorized Software Product;

24 B. That Adobe and its designees are authorized to seize the following items which are  
25 in Defendants' possession, custody or control:

26 1) All Unauthorized Software Product;

27 2) Any other unauthorized product which reproduces, copies, counterfeits, imitates or bear  
28 any of the Adobe's Intellectual Properties, or any part thereof;

1           3) Any molds, screens, patterns, plates, negatives, machinery or equipment, specifically  
2           including computers, servers, optical disc burners and other hardware used for making  
3           or manufacturing Unauthorized Software Product or unauthorized product which  
4           reproduces, copies, counterfeits, imitates or bears any of the Adobe's Intellectual  
5           Properties, or any part thereof.

6           C. That those Defendants infringing upon Adobe's Intellectual Properties be required  
7           to pay actual damages increased to the maximum extent permitted by law and/or statutory damages  
8           at Adobe's election;

9           D. That actual damages be trebled pursuant to 15 U.S.C. § 1117;

10          E. That Defendants account for and pay over to Adobe all damages sustained by Adobe  
11          and profits realized by Defendants by reason of Defendants' unlawful acts herein alleged and that  
12          those profits be increased as provided by law;

13          F. That Adobe recovers from Defendants its costs of this action and reasonable  
14          attorneys' fees; and

15          G. That Adobe has all other and further relief as the Court may deem just and proper  
16          under the circumstances.

17          Dated: July 21, 2008

J. Andrew Coombs, A Professional Corp.

18          By: 

J. Andrew Coombs

Annie S. Wang

Attorneys for Plaintiff Adobe Systems Incorporated



**DEMAND FOR JURY TRIAL**

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff Adobe Systems Incorporated hereby demands a trial by jury of all issues so triable.

Dated: July 21, 2008

J. Andrew Coombs, A Professional Corp.

By: 

J. Andrew Coombs

Annie S. Wang

Attorneys for Plaintiff Adobe Systems Incorporated

**EXHIBIT A**

Adobe Systems Incorporated  
COPYRIGHT REGISTRATIONS

| Title of Work  | Copyright Registration No. |
|--|----------------------------|
| Acrobat 3D   | TX0006277233               |
| Acrobat Capture 1.0.                                   | TX0004559023               |
| Acrobat Capture 1.0.                                   | TX0004559023               |
| Acrobat Capture 2.0.                                   | TX0004509574               |
| Acrobat Capture 2.0.                                   | TX0004509574               |
| Acrobat Catalog for Windows.                           | TX0004001286               |
| Acrobat Catalog for Windows.                           | TX0004001286               |
| Acrobat Distiller 2.1 for Macintosh.                   | TX0004169553               |
| Acrobat Distiller 2.1 for Macintosh.                   | TX0004169553               |
| Acrobat Distiller 2.1 for Microsoft Windows.           | TX0004169555               |
| Acrobat Distiller 2.1 for Microsoft Windows.           | TX0004169555               |
| Acrobat Distiller for Microsoft Windows.               | TX0003893510               |
| Acrobat Distiller for Microsoft Windows.               | TX0003893510               |
| Acrobat Exchange 2.0 for Macintosh.                    | TX0004001287               |
| Acrobat Exchange 2.0 for Macintosh.                    | TX0004001287               |
| Acrobat Exchange 2.1 for Macintosh.                    | TX0004169554               |
| Acrobat Exchange 2.1 for Macintosh.                    | TX0004169554               |
| Acrobat Exchange 2.1 for UNIX.                         | TX0004231310               |
| Acrobat Exchange 2.1 for UNIX.                         | TX0004231310               |
| Acrobat Exchange and Acrobat Reader for Macintosh.     | TX0003611923               |
| Acrobat Exchange and Acrobat Reader for Macintosh.     | TX0003611923               |
| Acrobat Exchange and Acrobat Reader for Windows.       | TX0003611922               |
| Acrobat Exchange and Acrobat Reader for Windows.       | TX0003611922               |
| Acrobat Reader 2.0 for Windows.                        | TX0003893506               |
| Acrobat Reader 2.0 for Windows.                        | TX0003893506               |
| Acrobat Reader 3.0.                                    | TX0004509573               |
| Acrobat Reader 3.0.                                    | TX0004509573               |
| Acrobat Search for Macintosh.                          | TX0003991344               |
| Acrobat Search for Windows.                            | TX0003978856               |
| Acrobat Search for Windows.                            | TX0003978856               |
| Acrobat.   | TX0001644799               |
| Adobe Accelio Capture Advanced Client 4.0 for Windows. | TX0005553357               |
| Adobe Accelio Integrate Suite 6.0 for Windows.         | TX0005553342               |
| Adobe Acrobat 3.0 for Macintosh, Windows and UNIX.     | TX0004583920               |
| Adobe Acrobat 3.0 for Macintosh, Windows and UNIX.     | TX0004583920               |
| Adobe Acrobat 4.0.                                     | TX0004961793               |
| Adobe Acrobat 5.0 for Macintosh.                       | TX0005545266               |
| Adobe Acrobat 5.0 for Windows.                         | TX0005545265               |
| Adobe Acrobat 5.0 Getting Started Guide.               | TX0005545267               |
| Adobe Acrobat 6.0 for Macintosh.                       | TX0005748744               |
| Adobe Acrobat 6.0 for Windows.                         | TX0005748745               |
| Adobe Acrobat 7.0 Standard for Macintosh.              | TX0006045087               |
| Adobe Acrobat 7.0 Standard for Windows.                | TX0006045086               |
| Adobe Acrobat 8 Professional for Macintosh.            | TX0006390830               |
| Adobe Acrobat 8 Professional for Windows.              | TX0006390827               |
| Adobe Acrobat 8 Standard for Macintosh.                | TX0006390829               |
| Adobe Acrobat 8 Standard for Windows.                  | TX0006390828               |
| Adobe Acrobat Approval 5.0 for Macintosh.              | TX0005654837               |
| Adobe Acrobat Approval 5.0 for Macintosh.              | TX0005654837               |
| Adobe Acrobat Approval 5.0 for Windows.                | TX0005436556               |
| Adobe Acrobat Capture 3.0 source code.                 | TX0005199559               |
| Adobe Acrobat Connect 1.0 for Macintosh.               | TX0006390834               |
| Adobe Acrobat Connect 1.0 for Windows.                 | TX0006390835               |
| Adobe Acrobat Distiller Server 5.0.5.                  | TX0005758527               |
| Adobe Acrobat Distiller Server 6.0 for UNIX.           | TX0005847807               |
| Adobe Acrobat Distiller Server 6.0 for Windows.        | TX0005847832               |
| Adobe Acrobat eBook Reader v. 2.0.                     | TX0005335249               |
| Adobe Acrobat eBook Reader v. 2.0.                     | TX0005335250               |
| Adobe Acrobat Elements 1.0 for Windows.                | TX0005611299               |
| Adobe Acrobat Elements 6.0 for Windows.                | TX0005780821               |
| Adobe Acrobat Elements Server 6.0 for Windows.         | TX0005848340               |

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|  |              |
|--|--------------|
| Adobe Acrobat Fill in 4.0.   | TX0004241942 |
| Adobe Acrobat Inroduction 1.0.                                     | TX0005200942 |
| Adobe Acrobat Inroduction 1.0.                                     | TX0005200942 |
| Adobe Acrobat Messenger 1.0.                                       | TX0005241268 |
| Adobe Acrobat Reader 5.0 for Macintosh.                            | TX0005412874 |
| Adobe Acrobat Reader 5.0 for Windows.                              | TX0005412875 |
| Adobe Acrobat Reader 5.0.5 for AIX.                                | TX0005605114 |
| Adobe Acrobat Reader 5.0.5 for HP-UX.                              | TX0005605113 |
| Adobe Acrobat Reader 5.0.5 for Solaris.                            | TX0005617024 |
| Adobe Acrobat Reader 5.05 for Linux.                               | TX0005617021 |
| Adobe Acrobat Reader 5.1 for Macintosh.                            | TX0005620676 |
| Adobe Acrobat Reader 5.1 for Windows.                              | TX0005620677 |
| Adobe Acrobat Reader for Palm OS 1.0 for Windows.                  | TX0005422793 |
| Adobe Acrobat Reader for Palm OS 2.0 (Macintosh)                   | TX0005617023 |
| Adobe Acrobat Reader for Palm OS 2.0 (Windows)                     | TX0005617022 |
| Adobe Acrobat Reader for Palm OS Beta Windows.                     | TX0005422794 |
| Adobe Acrobat Reader for Pocket PC : Version 1.0.                  | TX0005489269 |
| Adobe ActiveShare 1.0.   | TX0005086423 |
| Adobe ActiveShare 1.5 for Windows.                                 | TX0005267528 |
| Adobe After Effects : 7.0 Professional for Windows.                | TX0006277334 |
| Adobe After Effects : Version 5.0 for Macintosh.                   | TX0005392887 |
| Adobe After Effects : Version 5.0 for Windows.                     | TX0005438054 |
| Adobe After Effects : Version 5.5 for Macintosh.                   | TX0005493399 |
| Adobe After Effects : Version 5.5 for Windows.                     | TX0005493400 |
| Adobe After Effects : Version 5.5 for Windows.                     | TX0005777908 |
| Adobe After Effects : Version 6.0 for Macintosh.                   | TX0005777907 |
| Adobe After Effects : Version 6.0 for Windows.                     | TX0004643401 |
| Adobe After Effects 3.0 for Macintosh.                             | TX0005011464 |
| Adobe After Effects 4.0 for Macintosh and Windows.                 | TX0005546626 |
| Adobe After Effects 5.5 Plug-in Power Pack for Macintosh.          | TX0005546627 |
| Adobe After Effects 5.5 Plug-in Power Pack for Windows.            | TX0005934788 |
| Adobe After Effects 6.5 for Macintosh.                             | TX0006277333 |
| Adobe After Effects 7.0 Standard for Macintosh.                    | TX0006277335 |
| Adobe After Effects 7.0 Standard for Windows.                      | TX0006457851 |
| Adobe After Effects CS3 Professional for Windows and Macintosh.    | TX0005493398 |
| Adobe After Effects Production Bundle : Version 5.5 for Macintosh. | TX0005493401 |
| Adobe After Effects Production Bundle : Version 5.5 for Windows.   | TX0005392886 |
| Adobe After Effects Production Bundle 5.0 for Macintosh.           | TX0005392888 |
| Adobe After Effects Production Bundle 5.0 for Windows.             | TX0005934787 |
| Adobe After Effects Version 6.5 for Windows.                       | TX0005520581 |
| Adobe AlterCast 1.5 for Solaris.                                   | TX0005520583 |
| Adobe AlterCast 1.5 for Windows.                                   | TX0005401513 |
| Adobe Atmosphere : Version 1.0 Public Beta.                        | TX0005780857 |
| Adobe Atmosphere 1.0 for Windows.                                  | TX0005748760 |
| Adobe Atmosphere Player 1.0 for Windows.                           | TX0005777207 |
| Adobe Audition 1.0 for Windows.                                    | TX0005932189 |
| Adobe Audition 1.5 for Windows.                                    | TX0006277359 |
| Adobe Audition 2.0 for Windows.                                    | TX0006816095 |
| Adobe Audition 3.0 for Windows.                                    | TX0005936309 |
| Adobe Barcoded Paper Forms Solution 1.0 for Macintosh.             | TX0006390833 |
| Adobe Captivate 2 for Windows.                                     | TX0003374876 |
| Adobe Carlson Regular.   | TX0003501138 |
| Adobe Caslon Alternate Bold Italic : Version 001.000.              | TX0003501547 |
| Adobe Caslon Alternate Bold.                                       | TX0003501139 |
| Adobe Caslon Alternate Italic : Version 001.000.                   | TX0006131248 |
| Adobe Creative Suite 2 Premium for Macintosh.                      | TX0006131245 |
| Adobe Creative Suite 2 Premium for Windows.                        | TX0006131247 |
| Adobe Creative Suite 2 Standard for Macintosh.                     | TX0006131246 |
| Adobe Creative Suite 2 Standard for Windows.                       | TX0005844481 |
| Adobe Creative Suite for Macintosh.                                | TX0005844480 |
| Adobe Creative Suite for Windows.                                  | TX0006534561 |
| Adobe Dreamweaver CS3 Professional for Windows and Macintosh       | TX0003961129 |
| Adobe Exchange 2.0 for Windows.                                    |              |

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COPYRIGHT REGISTRATIONS

|  |              |
|--|--------------|
| Adobe Extension Manager CS3 for Windows and Macintosh.   | TX0006531581 |
| Adobe Flash CS3 Professional for Windows and Macintosh.  | TX0006531604 |
| Adobe Flash CS3 Professional for Windows and Macintosh.  | TX0006531604 |
| Adobe Flash Media Encoder 1.0.                           | TX0006526716 |
| Adobe Flash Media Encoder 1.0.                           | TX0006526716 |
| Adobe Flash Player 9 for Linux.                          | TX0006476523 |
| Adobe Flash Player 9 for Linux.                          | TX0006476523 |
| Adobe Flash Player 9 for Solaris.                        | TX0006457897 |
| Adobe Illustrator : Version 5.0.1 (Mac).                 | TX0003846115 |
| Adobe Illustrator : Version 5.5 (Mac).                   | TX0003846114 |
| Adobe Illustrator : Version 6.0 Macintosh.               | TX0004240043 |
| Adobe Illustrator 10 for Macintosh.                      | TX0005446858 |
| Adobe Illustrator 10 for Windows.                        | TX0005446857 |
| Adobe Illustrator 3.0.                                   | TX0003000202 |
| Adobe Illustrator 8.0 for Macintosh and Windows.         | TX0004953097 |
| Adobe Illustrator 9.0 for Macintosh and Windows.         | TX0005159819 |
| Adobe Illustrator CS for Macintosh.                      | TX0005780817 |
| Adobe Illustrator CS for Windows.                        | TX0005780806 |
| Adobe Illustrator CS3 for Windows and Macintosh.         | TX0006531603 |
| Adobe Illustrator.                                       | TX0003380406 |
| Adobe PageMaker 6.0 for Macintosh, Power Macintosh.      | TX0004093314 |
| Adobe PageMaker 6.5 Macintosh.                           | TX0004524555 |
| Adobe PageMaker 7.0 for Macintosh.                       | TX0005409447 |
| Adobe PageMaker 7.0 for Windows.                         | TX0005409446 |
| Adobe Pagemaker Plug-in Pack for Macintosh.              | TX0005847834 |
| Adobe Pagemaker Plug-in Pack for Windows.                | TX0005847833 |
| Adobe Photoshop : 5.5.                                   | TX0005213806 |
| Adobe Photoshop 6.0.                                     | TX0005196369 |
| Adobe Photoshop 7.0 for Macintosh.                       | TX0005562147 |
| Adobe Photoshop 7.0 for Windows.                         | TX0005562148 |
| Adobe Photoshop Album 2.0 for Windows.                   | TX0005780785 |
| Adobe Photoshop CS for Macintosh.                        | TX0005780846 |
| Adobe Photoshop CS for Windows.                          | TX0005780847 |
| Adobe Photoshop CS2 for Macintosh.                       | TX0006131272 |
| Adobe Photoshop CS2 Official JavaScript Reference        | TX0006273756 |
| Adobe Photoshop CS3 for Windows and Macintosh.           | TX0006528611 |
| Adobe Photoshop Elements : 4.0 for Macintosh.            | TX0006277687 |
| Adobe Photoshop Elements 1.0 for Macintosh and Windows.  | TX0005329106 |
| Adobe Photoshop Elements 2.0 for Macintosh.              | TX0005592639 |
| Adobe Photoshop Elements 2.0 for Windows.                | TX0005592638 |
| Adobe Photoshop Elements 4.0 for Windows.                | TX0006139024 |
| Adobe Photoshop Lightroom 1.0 for Macintosh and Windows. | TX0006526701 |
| Adobe Photoshop Macintosh.                               | TX0003551958 |
| Adobe Photoshop Version 3.0 Mac.                         | TX0003971820 |
| Adobe Photoshop Version 3.0 Windows.                     | TX0003616850 |
| Adobe Photoshop Version 5.0 Macintosh and Windows.       | TX0004856009 |
| Adobe Photoshop Windows.                                 | TX0003596143 |
| Adobe Photoshop.   | TX0004068613 |
| Adobe Photoshop.   | TX0003120306 |
| Adobe Photoshop.   | TX0002897138 |
| Adobe Photoshop.   | TX0005176752 |
| Adobe Photoshop.   | TX0004809739 |
| Adobe PhotoDeluxe, V1.0.                                 | TX0004571653 |
| Adobe Photoshop : Version 4.0 : Macintosh and Windows.   | TX0005800627 |
| Authorware 7.0   | TX0006471404 |
| Contribute 4 (Mac)                                       | TX0005932242 |
| Designer 6.0 (Win)                                       | TX0006277348 |
| Encore DVD 2.0   | TX0005401449 |
| Font Folio 9.0 (Mac)                                     | TX0005845931 |
| Font Folio Open Type                                     | TX0006042527 |
| Form Manager 6.0   | TX0005596921 |
| Framemaker 7.0 (Mac)                                     | TX0005596919 |
| Framemaker 7.0 (Win)                                     | TX0005596919 |



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|  |              |
|--|--------------|
| FreeHand MX (Mac)  | TX0005746988 |
| GoLive CS2 (Mac)   | TX0006131268 |
| GoLive CS2 (Win)   | TX0006131269 |
| Illustrator CS2 (Mac)  | TX0006131282 |
| Illustrator CS2 (Win)  | TX0006131283 |
| InCopy CS (Mac)  | TX0005780859 |
| InCopy CS (Win)  | TX0005780858 |
| InDesign CS2 (Mac)   | TX0006139165 |
| Macintosh Distiller.   | TX0003893508 |
| Macintosh PDF Writer.  | TX0003893509 |
| Macintosh Reader.  | TX0003893511 |
| Macromedia ColdFusion MX 7   | TX0006201577 |
| Macromedia Dreamweaver MX 2004   | TX0005852659 |
| Macromedia Fireworks MX 2004   | TX0005839595 |
| Macromedia Flash Lite 2.0  | TX0006288632 |
| Macromedia Flash Media Server 2  | TX0006335779 |
| Macromedia Flash MX 2004 Pro   | TX0005852657 |
| Macromedia RoboHelp HTML X5  | TX0005944534 |
| Macromedia RoboHelp X5   | TX0005944535 |
| Macromedia Shockwave for Authorware Run-time Version 3.5 [for Macintosh, Power Macintosh, Windows 3.1/95/NT] | TX0004695283 |
| Macromedia Shockwave for FreeHand 5.0 (for Macintosh, Power Macintosh, Windows 3.1/95/NT)                    | TX0004671697 |
| PhotoDeluxe 2.0 (Mac)  | TX0004771678 |
| PhotoDeluxe 2.0 (Win)  | TX0004617316 |
| Photoshop CS2 (Win)  | TX0006131279 |
| Photoshop Elements 5.0   | TX0006389641 |
| Premiere 7.0   | TX0005777909 |
| Premiere Elements 3.0  | TX0006389647 |
| Premiere Pro 1.5   | TX0005931988 |
| Premiere Pro 2.0   | TX0006275628 |
| Production Studio 1.0  | TX0006277349 |
| Shockwave for Director 5.0.  | TX0004700912 |
| Windows PDF Writer.  | TX0003893507 |

**EXHIBIT B**

**Trademark Registrations**

| <b><u>Trademark<br/>Registration No.:</u></b> | <b><u>Title of Work:</u></b> | <b><u>Rights Owner:</u></b> |
|---|------------------------------|-----------------------------|
| 3029061                                       | ADOBE                        | Adobe Systems Incorporated  |
| 2920764                                       | PHOTOSHOP                    | Adobe Systems Incorporated  |
| 3111341                                       | CREATIVE SUITE               | Adobe Systems Incorporated  |
| 2993457                                       | CO-AUTHOR                    | Adobe Systems Incorporated  |
| 3032288                                       | A                            | Adobe Systems Incorporated  |
| 2983111                                       | VISUAL<br>COMMUNICATOR       | Adobe Systems Incorporated  |
| 3065143                                       | ADOBE LIVECYCLE              | Adobe Systems Incorporated  |
| 2725811                                       | ADOBE STUDIO                 | Adobe Systems Incorporated  |
| 2725810                                       | ADOBE STUDIO                 | Adobe Systems Incorporated  |
| 2722546                                       | ADOBE STUDIO                 | Adobe Systems Incorporated  |
| 2557911                                       | CLEARLY ADOBE<br>IMAGING     | Adobe Systems Incorporated  |
| 2081343                                       | A                            | Adobe Systems Incorporated  |
| 2817626                                       | ROUNDTrip HTML               | Adobe Systems Incorporated  |
| 2060488                                       | ILLUSTRATOR                  | Adobe Systems Incorporated  |
| 1988712                                       | ADOBE                        | Adobe Systems Incorporated  |
| 1988711                                       | A                            | Adobe Systems Incorporated  |
| 1988710                                       | A                            | Adobe Systems Incorporated  |
| 1961762                                       | AUTHORWARE                   | Adobe Systems Incorporated  |
| 1956216                                       | ADOBE                        | Adobe Systems Incorporated  |
| 1901149                                       | A ADOBE                      | Adobe Systems Incorporated  |
| 1850242                                       | PHOTOSHOP                    | Adobe Systems Incorporated  |
| 1852943                                       | A                            | Adobe Systems Incorporated  |
| 1651380                                       | ADOBE PHOTOSHOP              | Adobe Systems Incorporated  |
| 1475793                                       | ADOBE                        | Adobe Systems Incorporated  |
| 1487549                                       | ADOBE SYSTEMS                | Adobe Systems Incorporated  |

|         |                               |                            |
|---------|-------------------------------|----------------------------|
|         | INCORPORATED                  |                            |
| 1482233 | ADOBE SYSTEMS<br>INCORPORATED | Adobe Systems Incorporated |
| 1486895 | ADOBE                         | Adobe Systems Incorporated |
| 1479408 | ADOBE ILLUSTRATOR             | Adobe Systems Incorporated |
| 1383131 | POSTSCRIPT                    | Adobe Systems Incorporated |
| 1463458 | POSTSCRIPT                    | Adobe Systems Incorporated |
| 2520435 | MACROMEDIA FLASH              | Adobe Systems Incorporated |
| 2650911 | MACROMEDIA FLASH              | Adobe Systems Incorporated |
| 2852245 | FLASH                         | Adobe Systems Incorporated |
| 2855434 | FLASH                         | Adobe Systems Incorporated |
| 2060488 | ILLUSTRATOR                   | Adobe Systems Incorporated |
| 2068523 | ACROBAT                       | Adobe Systems Incorporated |
| 1997398 | ACROBAT CAPTURE               | Adobe Systems Incorporated |
| 1901566 | SHOCKWAVE                     | Adobe Systems Incorporated |
| 2294926 | DREAMWEAVER                   | Adobe Systems Incorporated |
| 2091087 | PAGEMAKER                     | Adobe Systems Incorporated |

**CIVIL COVER SHEET**

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON PAGE TWO.)

**I.(a) PLAINTIFFS**

Adobe Systems Incorporated

**(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF**  
(EXCEPT IN U.S. PLAINTIFF CASES)

Santa Clara County

**(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)**J. Andrew Coombs, A.P.C., 517 E. Wilson Ave., Suite 202  
Glendale, CA 91206 / Telephone: (818) 500-3200**DEFENDANTS**Trisha Carter, an individual and d/b/a Maggie Grace Designs and  
Does 1 - 10, inclusive,COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT  
(IN U.S. PLAINTIFF CASES ONLY)NOTE: IN LAND CONDEMNATION CASES, INDICATE LOCATION OF THE  
TRACT OF LAND INVOLVED.**ATTORNEYS (IF KNOWN)****C08 03519** HRL**II. BASIS OF JURISDICTION** (PLACE AN "X" IN ONE BOX ONLY)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

- |   | PTF                        | DEF                        |   | PTF                        | DEF                        |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

**IV. ORIGIN**

(PLACE AN "X" IN ONE BOX ONLY)

- ☒ Original Proceeding
- ☐ Removed from State Court
- ☐ Remanded from Appellate Court
- ☐ Reinstated or Reopened
- ☐ Transferred from Another district (specify)
- ☐ Multidistrict Litigation
- ☐ Appeal to District Judge from Magistrate Judgment

**V. NATURE OF SUIT** (PLACE AN "X" IN ONE BOX ONLY)

| CONTRACT   | TORTS  |   | FORFEITURE/PENALTY   | BANKRUPTCY  | OTHER STATUTES   |
|--|--|---|--|---|--|
| <input type="checkbox"/> 110 Insurance<br><input type="checkbox"/> 120 Marine<br><input type="checkbox"/> 130 Miller Act<br><input type="checkbox"/> 140 Negotiable Instrument<br><input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment<br><input type="checkbox"/> 151 Medicare Act<br><input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl Veterans)<br><input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits<br><input type="checkbox"/> 160 Stockholders Suits<br><input type="checkbox"/> 190 Other Contract<br><input type="checkbox"/> 195 Contract Product Liability<br><input type="checkbox"/> 196 Franchise | <b>PERSONAL INJURY</b><br><input type="checkbox"/> 310 Airplane<br><input type="checkbox"/> 315 Airplane Product Liability<br><input type="checkbox"/> 320 Assault Libel & Slander<br><input type="checkbox"/> 330 Federal Employers Liability<br><input type="checkbox"/> 340 Marine<br><input type="checkbox"/> 345 Marine Product Liability<br><input type="checkbox"/> 350 Motor Vehicle<br><input type="checkbox"/> 355 Motor Vehicle Product Liability<br><input type="checkbox"/> 360 Other Personal Injury | <b>PERSONAL INJURY</b><br><input type="checkbox"/> 362 Personal Injury Med Malpractice<br><input type="checkbox"/> 365 Personal Injury Product Liability<br><input type="checkbox"/> 368 Asbestos Personal Injury Product Liability<br><br><b>PERSONAL PROPERTY</b><br><input type="checkbox"/> 370 Other Fraud<br><input type="checkbox"/> 371 Truth in Lending<br><input type="checkbox"/> 380 Other Personal Property Damage<br><input type="checkbox"/> 385 Property Damage Product Liability | <input type="checkbox"/> 610 Agriculture<br><input type="checkbox"/> 620 Other Food & Drug<br><input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881<br><input type="checkbox"/> 630 Liquor Laws<br><input type="checkbox"/> 640 RR & Truck<br><input type="checkbox"/> 650 Airline Regs<br><input type="checkbox"/> 660 Occupational Safety/Health<br><input type="checkbox"/> 690 Other<br><br><b>LABOR</b><br><input type="checkbox"/> 710 Fair Labor Standards Act<br><input type="checkbox"/> 720 Labor/Mgmt Relations<br><input type="checkbox"/> 730 Labor/Mgmt Reporting & Disclosure Act<br><input type="checkbox"/> 740 Railway Labor Act<br><input type="checkbox"/> 790 Other Labor Litigation<br><input type="checkbox"/> 791 Empl.Ret. Inc. Security Act | <input type="checkbox"/> 422 Appeal 28 USC 158<br><input type="checkbox"/> 423 Withdrawal 28 USC 157<br><br><b>PROPERTY RIGHTS</b><br><input type="checkbox"/> 820 Copyrights<br><input type="checkbox"/> 830 Patent<br><input type="checkbox"/> 840 Trademark<br><br><b>SOCIAL SECURITY</b><br><input type="checkbox"/> 861 HIA (1395ff)<br><input type="checkbox"/> 862 Black Lung (923)<br><input type="checkbox"/> 863 DIWC/DIWW (405(g))<br><input type="checkbox"/> 864 SSID Title XVI<br><input type="checkbox"/> 865 RSI (405(g))<br><br><b>FEDERAL TAX SUITS</b><br><input type="checkbox"/> 870 Taxes (US Plaintiff or Defendant)<br><input type="checkbox"/> 871 IRS - Third Party 26 USC 7609 | <input type="checkbox"/> 400 State Reapportionment<br><input type="checkbox"/> 410 Antitrust<br><input type="checkbox"/> 430 Banks and Banking<br><input type="checkbox"/> 450 Commerce/CC Rates/etc.<br><input type="checkbox"/> 460 Deportation<br><input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations<br><input type="checkbox"/> 480 Consumer Credit<br><input type="checkbox"/> 490 Cable/Satellite TV<br><input type="checkbox"/> 810 Selective Service<br><input type="checkbox"/> 850 Securities/Commodities/Exchange<br><input type="checkbox"/> 875 Customer Challenge 12 USC 3410<br><input type="checkbox"/> 891 Agricultural Acts<br><input type="checkbox"/> 892 Economic Stabilization Act<br><input type="checkbox"/> 893 Environmental Matters<br><input type="checkbox"/> 894 Energy Allocation Act<br><input type="checkbox"/> 895 Freedom of Information Act<br><input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice<br><input type="checkbox"/> 950 Constitutionality of State Statutes<br><input type="checkbox"/> 890 Other Statutory Actions |
| <b>REAL PROPERTY</b><br><input type="checkbox"/> 210 Land Condemnation<br><input type="checkbox"/> 220 Foreclosure<br><input type="checkbox"/> 230 Rent Lease & Ejectment<br><input type="checkbox"/> 240 Torts to Land<br><input type="checkbox"/> 245 Tort Product Liability<br><input type="checkbox"/> 290 All Other Real Property   | <b>CIVIL RIGHTS</b><br><input type="checkbox"/> 441 Voting<br><input type="checkbox"/> 442 Employment<br><input type="checkbox"/> 443 Housing<br><input type="checkbox"/> 444 Welfare<br><input type="checkbox"/> 440 Other Civil Rights<br><input type="checkbox"/> 445 Amer w/ disab - Empl<br><input type="checkbox"/> 446 Amer w/ disab - Other  | <b>PRISONER PETITIONS</b><br><input type="checkbox"/> 510 Motion to Vacate Sentence Habeas Corpus:<br><input type="checkbox"/> 530 General<br><input type="checkbox"/> 535 Death Penalty<br><input type="checkbox"/> 540 Mandamus & Other<br><input type="checkbox"/> 550 Civil Rights<br><input type="checkbox"/> 555 Prison Condition   |  |   |  |

**VI. CAUSE OF ACTION (CITE THE US CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)**

Copyright infringement 17 U.S.C. §§ 101, et seq.

**VII. REQUESTED IN COMPLAINT:** ☐ CHECK IF THIS IS A CLASS ACTION DEMAND \$ ☐ CHECK YES only if demanded in complaint:  
UNDER F.R.C.P. 23 JURY DEMAND: ☒ YES ☐ NO**VIII. RELATED CASE(S) IF ANY** PLEASE REFER TO CIVIL L.R. 3-12 CONCERNING REQUIREMENT TO FILE "NOTICE OF RELATED CASE".**IX. DIVISIONAL ASSIGNMENT (CIVIL L.R. 3-2)**  
(PLACE AND "X" IN ONE BOX ONLY)☐ SAN FRANCISCO/OAKLAND☒ SAN JOSE

DATE

7.21.08

SIGNATURE OF ATTORNEY OF RECORD

**ORIGINAL**